Frazee (1918, W. Va.) 97 S. E. 604. For discussion of the Reed Amendment as a valid regulation of interstate commerce, see (1919) 28 YALE LAW JOURNAL, 501.

CONTRACTS—CONSTRUCTION—"TROOPS OF THE UNITED STATES."—The plaintiff railroad entered into an agreement with the Federal Government to transport "troops of the United States" at rates equal to fifty per cent. of those which individuals were charged. The Auditor of the War Department allowed only half-fare for the transportation of the following classes of persons, claiming they were "troops of the United States" within the agreement: discharged soldiers on the way home; rejected applicants for enlistment being returned to points of recruitment; discharged military prisoners; accepted applicants for enlistment on the way to recruiting depots for final examination and enlistment; retired soldiers on the way home after retirement; and soldiers on furlough returning to their proper stations. All these men travelled individually. The railroad sued to recover the difference between the amount paid and the full rate for each individual carried. *Held,* that the plaintiff could recover, as "troops" referred to soldiers collectively, and "transportation of troops" did not include any of these classes. *United States v. Union Pacific R. R.* (1919) 39 Sup. Ct. 294.

The decision greatly limits the potential duties placed upon the railroads by these agreements. But the case does not determine the status of individual soldiers *en route* from camp to camp on government business, nor how large a number is required to constitute "troops" within the meaning of such agreements.

CONTRACTS — ILLEGALITY — AGREEMENT TO OBTAIN CONTRACT FROM GOVERNMENT.—The defendant agreed to pay the plaintiff a commission on any contract for army uniforms which the latter might procure for the defendant from the United States Government. The plaintiff procured such a contract, but the defendant refused to pay the commission. *Held,* that the plaintiff's claim was against public policy and void. *Beck v. Bauman* (1919, Sup. Ct.) 173 N. Y. Supp. 772.

Such contracts are generally enforcible when the New York State government is involved. *Dunham v. Hastings* (1907) 189 N. Y. 500, 81 N. E. 1163. But not, of course, when it is proved that the parties intended to resort improperly to public officials. *Chard v. Ryan-Parker Construction Co.* (1918) 182 App. Div. 455, 169 N. Y. Supp. 622. But where the United States Government is involved, the state courts will follow the rule of the federal courts. For further discussion see (1919) 28 YALE LAW JOURNAL, 502.

CONTRACTS—IMPOSSIBILITY OF PERFORMANCE—WAR ORDER.—The defendant contracted to sell TNT to the plaintiff. A few days later the United States Government, induced by the defendant's agents, purchased the TNT at an increased price, and issued an order stating that the material was "taken" under power granted by the National Defense Act. The plaintiff sued for breach of contract, alleging that the defendant's sale to the United States was voluntary. The defendant claimed to be relieved from his contractual duties because of *vis major. Held,* that there could be no recovery, as the material was taken under "power" of the Act. *Nitro Powder Co. v. Agency of Canadian Car and Foundry Co.* (1919, N. Y. Sup. Ct.) 60 N. Y. L. J. 213 (March 29, 1919).

The court ruled that the statement in the order that it was taken under the "power" of the Act was conclusive, regardless of the motives of the defendant